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TRINITY INDUSTRIES LEASING COMPANY

A Subsidiary of Trinity Industries, Inc.



September 25, 1995

RECORDATION NO. 16017-XXYY,22, AAA
FILED 1425

SEP 25 1995 11 50 AM

INTERSTATE COMMERCE COMMISSION

Secretary
Interstate Commerce Commission
Twelfth Street & Constitution Avenue N.W.
Washington, D.C. 20423
Attention: Recordation, Room 2311

RE: Documents for Recordation
Trinity Industries Leasing Company
Equipment Trust (Series 7)

Dear Ladies and Gentlemen:

On behalf of Trinity Industries Leasing Company and in accordance with the provisions of Section 11303 of the Interstate Commerce Act, as revised, and Rules and Regulations of the Interstate Commerce Commission ("ICC") thereunder, enclosed herewith for filing and recordation are the following documents:

1. Two (2) executed originals of Tenth Supplement to Equipment Trust Agreement, a primary document, dated as of September 25, 1995, between Trinity Industries Leasing Company (the "Company") and NationsBank of Texas, N.A. (formerly NCNB Texas National Bank), as Trustee (the "Bank");
2. Two (2) executed originals of an Assignment, a primary document, dated September 25, 1995, between the Company ("Assignor") and the Bank, as Trustee ("Assignee");
3. Two (2) executed originals of a Bill of Sale, a secondary document, dated September 25, 1995, between the Company ("Seller") and the Bank, as Trustee ("Buyer"); and
4. Two (2) executed originals of a Bill of Sale, a secondary document, dated September 25, 1995, between the Bank, as Trustee ("Seller") and the Company ("Buyer").

The enclosed Tenth Supplement, Assignment and Bill of Sale referenced in paragraphs 1, 2 and 3, above, relate to the Equipment Trust Agreement dated as of November 4, 1988 between the Company and the Bank, as Trustee, which was filed and recorded under Recordation No. 16017 on November 8, 1988, along with an Assignment and Bill of Sale under Recordation Nos. 16017-A and 16017-B, respectively; the First Supplement to Equipment Trust Agreement dated as of November 20, 1989 between the Company and the Bank, as

Trustee, which was filed and recorded under Recordation No. 16017-I on November 29, 1989, along with an Assignment and Bill of Sale under Recordation Nos. 16017-H and 16017-J, respectively; the Second Supplement to Equipment Trust Agreement dated as of August 13, 1992 between the Company and the Bank, as Trustee, which was filed and recorded under Recordation No. 16017-N on August 20, 1992 along with an Assignment and Bill of Sale under Recordation Nos. 16017-M and 16017-O, respectively; and the Third Supplement to Equipment Trust Agreement dated as of August 26, 1992 between the Company and the Bank, as Trustee, which was filed and recorded under Recordation No. 16017-S on August 28, 1992 along with an Assignment and Bill of Sale under Recordation Nos. 16017-R and 16017-T; and the Fourth Supplement to Equipment Trust Agreement dated as of August 30, 1993 between the Company and the Bank, as Trustee, which was filed and recorded under Recordation No. 16017-U on September 1, 1993, along with an Assignment and Bill of Sale under Recordation Nos. 16017-V and 16017-W, respectively; and the Fifth Supplement to Equipment Trust Agreement dated as of November 23, 1993 between the Company and the Bank, as Trustee, which was filed and recorded under Recordation No. 16017-Y on November 24, 1993, along with an Assignment and Bill of Sale under Recordation Nos. 16017-Z and 16017-AA, respectively; and the Sixth Supplement to the Equipment Trust Agreement dated as of February 23, 1994, between the Company and the Bank, as Trustee, which was filed and recorded under Recordation No. 16017-CC on February 23, 1994, along with an Assignment and Bill of Sale under Recordation Nos. 16017-DD and 16017-GG, respectfully; and Correction Agreement to Sixth Supplement to Equipment Trust Agreement dated as of March 25, 1994, between the Company and the Bank, as Trustee, which was filed and recorded under Recordation No. 16017-HH on March 29, 1994, along with an Assignment and Bill of Sale under Recordation Nos. 16017-II and 16017-JJ, respectfully; the Seventh Supplement to Equipment Trust Agreement dated as of August 30, 1994, between the Company and the Bank, as Trustee, which was filed and recorded under Recordation No. 16017-LL on August 30, 1994, along with an Assignment and Bill of Sale under Recordation Nos. 16017-MM and 16017-NN; the Eighth Supplement to Equipment Trust Agreement dated as of September 23, 1994, between the Company and the Bank, as Trustee, which was filed and recorded under Recordation No. 16017-PP on September 28, 1994, along with an Assignment and Bill of Sale under Recordation Nos. 16017-QQ and 16017-RR, respectfully; and the Ninth Supplement to Equipment Trust Agreement dated as of March 17, 1995, between the Company and the Bank as Trustee, which was filed and recorded under Recordation No. 16017-TT on March 21, 1995, along with Assignment and Bill of Sale under Recordation Nos. 16017-UU and 16017-VV, respectfully.

The enclosed Bill of Sale referenced in paragraph 4, above, relates to 570 railcars and the lease thereof subject to the said Equipment Trust Agreement that were released from the Equipment Trust and assigned by the said Trustee to the Company.

We request that the Assignment be cross-indexed.

The address of Trinity Industries Leasing Company is 2000 Gardner Expressway, Quincy, Illinois 62306-0867, and the address of the Bank, the Trustee is 901 Main Street, Dallas, Texas 75202.

The railroad equipment covered by the Tenth Supplement to Equipment Trust Agreement is described in Exhibit A attached hereto. The foregoing railroad equipment consists solely of cars intended for use relating to interstate commerce.

Enclosed is our firm's check in the amount of \$84.00 to cover the recordation fee. (Such fee was determined on the basis that the Assignment is being filed concurrently with the Tenth Supplement to Equipment Trust Agreement).

You are hereby authorized to deliver any unneeded copies of the Tenth Supplement to Equipment Trust Agreement, the Assignment and the Bills of Sale, with the filing date noted thereon, following recordation thereof, to the representative of Washington Service Bureau who is delivering this letter and said enclosures to you.

A short summary of the documents appear in the index follows:

- (a) Primary Documents. (i) Tenth Supplement to Equipment Trust Agreement, a primary document, dated as of September 25, 1995, between the Company (as vendor and lessee), and the Bank, as Trustee, and covering Two Hundred and Fifty Five (255), and (ii) Assignment, a primary document, dated September 25, 1995, between the Company (as Assignor), and the Bank, as Trustee, and covering Two Hundred and Fifty Five (255).
- (b) Secondary Documents. Bill of Sale, a secondary document, dated September 25, 1995, between the Company (as Seller), and the Bank, as Trustee (as Buyer), and covering various railroad cars, and connected to the Tenth Supplement to Equipment Trust Agreement referred to in paragraph (a) above, and Bill of Sale, a secondary document, dated September 25, 1995, between the Bank, as Trustee (Seller) and the Company (Buyer), and covering various railroad cars, and connected to the Equipment Trust Agreement dated as of November 4, 1988 referred to above.

Very truly yours,



Alice D. Buchanan
Paralegal

Enclosures

16017-KX
FILED 1995
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**TENTH SUPPLEMENT
TO EQUIPMENT TRUST AGREEMENT**

(TRINITY INDUSTRIES LEASING COMPANY EQUIPMENT TRUST SERIES 7)

Dated as of September 25, 1995

Between

**NATIONSBANK OF TEXAS, N.A.,
(formerly known as NCNB Texas National Bank), TRUSTEE**

AND

TRINITY INDUSTRIES LEASING COMPANY

TENTH SUPPLEMENT dated as of September 25, 1995 (herein called this "Tenth Supplement"), to the Equipment Trust Agreement dated as of November 4, 1988 (hereinafter called the "Trust Agreement"), between TRINITY INDUSTRIES LEASING COMPANY, a Delaware corporation (hereinafter called the "Company") and NATIONSBANK OF TEXAS, N.A., (formerly known as NCNB Texas National Bank), a national banking association, as Trustee (hereinafter in such capacity called the "Trustee").

PRELIMINARY STATEMENT

A. The Trust Agreement was filed with the Interstate Commerce Commission (the "ICC") on November 8, 1988 under Recordation No. 16017.

B. The First Supplement to the Trust Agreement, dated November 20, 1989, between the Company and the Trustee was filed with the ICC on November 29, 1989, under Recordation No. 16017-I. The Second Supplement to the Trust Agreement, dated August 13, 1992, between the Company and the Trustee was filed with the ICC on August 20, 1992, under Recordation No. 16017-N. The Third Supplement to the Trust Agreement, dated August 26, 1992, between the Company and the Trustee was filed with the ICC on August 28, 1992 under Recordation No. 16017-S. The Fourth Supplement to the Trust Agreement, dated August 30, 1993, between the Company and the Trustee was filed with the ICC on September 1, 1993, under Recordation No. 16017-U. The Fifth Supplement to the Trust Agreement, dated November 23, 1993, between the Company and the Trustee was filed with the ICC on November 24, 1993, under Recordation No. 16017-Y. The Sixth Supplement to the Trust Agreement, dated February 23, 1994, between the Company and the Trustee was filed with the ICC on February 23, 1994, under Recordation No. 16017-CC. The Seventh Supplement to the Trust Agreement, dated August 30, 1994, between the Company and the Trustee was filed with the ICC on August 30, 1994, under Recordation No. 16017-LL. The Eighth Supplement to the Trust Agreement, dated September 23, 1994, between the Company and the Trustee was filed with the ICC on September 28, 1994, under Recordation No. 16017-PP. The Ninth Supplement to the Trust Agreement dated March 17, 1995, between the Company and the Trustee was filed with the ICC on March 21, 1995, under Recordation No. 16017-TT.

C. The Company has, pursuant to Section 5.05(a) of the Trust Agreement, issued its Request that the Trustee assign to the Company the Five Hundred and Seventy (570) railroad cars comprised of the following leases: Thirty Seven (37) railcars covered by the existing Lease Agreement dated May 7, 1980, between Trinity Industries Leasing Company and Shell Oil Company (Rider 3); Eight (8) railcars covered by the existing Lease Agreement dated May 7, 1980, between Trinity Industries Leasing Company and Shell Oil Company (Partial Rider 3); Ten (10) railcars covered by the existing Lease Agreement dated August 21, 1979, between Trinity Industries Leasing Company and Coastal Refining & Marketing, Inc. (Rider 1); Ten (10) railcars covered by the existing Lease Agreement dated August 21, 1979, between Trinity Industries Leasing Company and Coastal Refining & Marketing, Inc. (Rider 3); Twenty Five (25) railcars covered by the existing Lease Agreement dated May 20, 1986, between Trinity Industries Leasing Company and LaRoche Industries, Inc. (Rider 1); Forty Nine (49) railcars covered by the existing Lease Agreement dated May 25, 1979, between Trinity Industries Leasing Company and ARCO Chemical Company (Lyondell Petrochemical Division) (Rider 1); Fifty (50) railcars covered by the existing Lease Agreement dated September 12, 1985, between Trinity Industries Leasing Company and Martin Gas Sales, Inc. (Riders 1,2 & 3); Twenty (20)

railcars covered by the existing Lease Agreement dated March 19, 1984, between Trinity Industries Leasing Company and Gulf Oil Corporation (acquired by Chevron, USA) (Rider 2); Two (2) railcars covered by the existing Lease Agreement dated May 17, 1979, between Trinity Industries Leasing Company and Cargill, Inc. (Rider 9); Three (3) railcars covered by the existing Lease Agreement dated August 14, 1985, between Trinity Industries Leasing Company and Bartlett and Company (Rider 1 & 2); Twenty Two (22) railcars covered by the existing Lease Agreement dated August 16, 1988, between Trinity Industries Leasing Company and A. E. Staley Manufacturing Company (Partial Rider 1 & Full Rider 2); Two (2) railcars covered by the existing Lease Agreement dated February 26, 1987, between Trinity Industries Leasing Company and Burlington Northern Railroad Company (Partial Riders 1 & 2); One (1) railcar covered by the existing Lease Agreement dated August 30, 1993, between Trinity Industries Leasing Company and Italgrani Elevator Company (Partial Rider 1); Seven (7) railcars covered by the existing Lease Agreement dated October 13, 1990, between Trinity Industries Leasing Company and Columbia Grain & Ingredients, Inc. (Partial Rider 1); Eighteen (18) railcars covered by the existing Lease Agreement dated August 16, 1988, between Trinity Industries Leasing Company and A. E. Staley Manufacturing Company (Partial Rider 1 & Full Rider 2); One (1) railcar covered by the existing Lease Agreement dated February 6, 1980, between Trinity Industries Leasing Company and Farmers Cooperative Grain (Rider 1); Fifteen (15) railcars covered by the existing Lease Agreement dated February 26, 1987, between Trinity Industries Leasing Company and Burlington Northern Railroad Company (Partial Riders 1 & 2); Sixty Nine (69) railcars covered by the existing Lease Agreement dated December 6, 1982, between Trinity Industries Leasing Company and The Denver & Rio Grande Western Railroad Company (Rider 1); Twenty Four (24) railcars covered by the existing Lease Agreement dated December 6, 1982, between Trinity Industries Leasing Company and The Denver & Rio Grande Western Railroad Company (Rider 2); One Hundred and Twenty Four (124) railcars covered by the existing Lease Agreement dated December 6, 1982, between Trinity Industries Leasing Company and The Denver & Rio Grande Western Railroad Company (Rider 3); Five (5) railcars covered by the existing Lease Agreement dated December 6, 1982, between Trinity Industries Leasing Company and The Denver & Rio Grande Western Railroad Company (Rider 4); and Sixty Eight (68) railcars covered by the existing Lease Agreement dated February 18, 1991, between Trinity Industries Leasing Company and Tennessee Eastman Company, Division of Eastman Kodak Company (Partial Rider 4). described in Exhibit B to the Trust Agreement (the "Assigned Equipment").

D. Pursuant to Section 5.05(a) of the Trust Agreement and such Request, the Company desires to convey to the Trustee other Equipment described in Exhibits A and B hereto of an aggregate fair value no less than the fair value of the Assigned Equipment (the "Substituted Equipment").

E. The parties desire to supplement and amend the Trust Agreement as provided herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The Trust Agreement is hereby amended by adding to Exhibits A & B to the Trust Agreement the descriptions of the Substituted Equipment and Existing Leases contained in Exhibits A and B hereto; and in accordance with Section 4.01 of the Trust Agreement, the Substituted Equipment shall be Trust Equipment and shall be included in the trust created thereunder and subject to all of the terms and provisions thereof.

2. The Trust Agreement, as hereby amended, is in all respects ratified and confirmed, and all rights and powers created or granted thereby or thereunder shall be and remain in full force and effect.

3. Terms used in this Tenth Supplement shall have the respective meanings ascribed to them in the Trust Agreement.

4. The terms "Trust Agreement," "Agreement" or "Equipment Trust Agreement" as used in the Trust Agreement and all Exhibits thereto shall be construed to mean the Trust Agreement as amended by the First Supplement, the Second Supplement, the Third Supplement, Fourth Supplement, Fifth Supplement, Ninth Supplement and this Supplement.

5. This Tenth Supplement may be executed in several counterparts each of which shall be deemed an original, and all such counterparts shall together constitute but one and the same instrument. This Tenth Supplement may be signed by each party hereto upon a separate copy in which event all of said copies shall constitute a single counterpart of this Tenth Supplement. It shall not be necessary in making proof of this Tenth Supplement to produce or account for more than one such counterpart.

6. This Tenth Supplement shall in all respects be governed by, and construed and enforced in accordance with, the laws of the State of Texas (including the conflicts of laws rules), including all matters of construction, validity and performance.

IN WITNESS WHEREOF, the parties have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed effective as of the date first written above.

TRINITY INDUSTRIES LEASING COMPANY

Attest:

Neil D. Shoop
Assistant Secretary
[SEAL]

By:

K. W. Lewis
K. W. Lewis
Senior Vice President

NATIONSBANK OF TEXAS, N.A., Trustee

By:

Robert Patterson
Name: Robert Patterson
Title: Vice President

Attest:

Samuel M. P. [Signature]
[SEAL]

STATE OF TEXAS

§
§ ss.
§

COUNTY OF DALLAS

On this 25th day of September, 1995, before me personally appeared K. W. Lewis, to me personally known, who being by me duly sworn, says that he is the Senior Vice President of TRINITY INDUSTRIES LEASING COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Signature of Notary Public

Janet L. Snyder
3-19-97

My Commission Expires:



STATE OF TEXAS

§
§ ss.
§

COUNTY OF DALLAS

On this 25th day of September, 1995, before me personally appeared Robert Patterson, to me personally known, who being by me duly sworn, says that he is the Vice President of NATIONSBANK of TEXAS, N.A., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

Signature of Notary Public

Alice D. Buchanan

My Commission Expires: _____

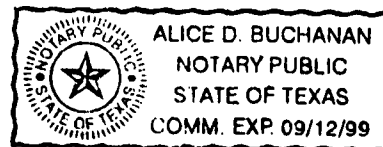


EXHIBIT A

1. Railroad Car Lease Agreement, dated May 17, 1979, between Trinity Industries Leasing Company and Cargill, Inc. covering the following described railroad cars (Partial Rider 18):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
60	5125 cu. ft. Lo Covered Hopper Cars	TILX 5286 - 5345

2. Railroad Car Lease Agreement, dated August 3, 1995, between Trinity Industries Leasing Company and Arcadian Fertilizer L.P. covering the following described railroad cars (Partial Rider 1):

<u>Number or Cars</u>	<u>Type</u>	<u>Car Numbers</u>
28	18,372 Gal. 111A60W7 Tank Cars	TILX 200090 - 200117

3. Railroad Car Lease Agreement, dated August 30, 1995, between Trinity Industries Leasing Company and CSX Transportation, Inc., covering the following described railroad cars (Rider 1):

<u>Number or Cars</u>	<u>Type</u>	<u>Car Numbers</u>
115	4000 cu. ft. Lo Hopper Cars	TILX 4000 - 4114

4. Railroad Car Net Lease Agreement, dated August 25, 1994, between Trinity Industries Leasing Company and Excel Railcar Corporation covering the following described railroad cars (Partial Rider 1):

<u>Number or Cars</u>	<u>Type</u>	<u>Car Numbers</u>
14	2950 cu. ft. Lo Covered Hopper Cars	ERCX 9686 - 9699

EXHIBIT A

(Continued)

5. Railroad Car Lease Agreement, dated June 24, 1992, between Trinity Industries Leasing Company and Windsor Chemicals, Inc. covering the following described railroad cars (Rider 3):

<u>Number or Cars</u>	<u>Type</u>	<u>Car Numbers</u>
7	23,589 Gal. 111A100W1 Tank Cars	TILX 260812 - 260818

6. Railroad Car Net Lease Agreement, dated June 17, 1994, between Trinity Industries Leasing Company and Crystal Car Line, Inc. covering the following described railroad cars (Rider 3):

<u>Number or Cars</u>	<u>Type</u>	<u>Car Numbers</u>
10	5125 cu ft. Lo Covered Hopper Cars	TILX 5275 - 5284

7. Railroad Car Lease Agreement, dated December 9, 1987, between Trinity Industries Leasing Company and National Starch & Chemical Corporation covering the following described railroad cars (Rider 4):

<u>Number or Cars</u>	<u>Type</u>	<u>Car Numbers</u>
4	5125 cu. ft. Lo Covered Hopper Cars	TILX 5271 - 5274

8. Railroad Car Lease Agreement, dated July 11, 1991, between Trinity Industries Leasing Company and Celtran, Inc., a subsidiary of Hoechst Celanese Corporation covering the following described railroad cars (Rider 5):

<u>Number or Cars</u>	<u>Type</u>	<u>Car Numbers</u>
1	5,125 cu. ft. Lo Covered Hopper Cars	TILX 5285

EXHIBIT A

(Continued)

9. Railroad Car Lease Agreement, dated May 17, 1979 between Trinity Industries Leasing Company and Excel Corporation, a wholly-owned subsidiary of Cargill, Inc., covering the following described railroad cars (Partial Rider 20):

<u>Number or Cars</u>	<u>Type</u>	<u>Car Numbers</u>
14	25,498 Gal. 111A100W1 Tank Cars	TILX 16155 - 16168

10. Railroad Car Lease Agreement, dated July 1, 1987, between Trinity Industries Leasing Company and Union Carbide Chemicals and Plastics Company Inc., covering the following described railroad cars (Partial Rider 3):

<u>Number or Cars</u>	<u>Type</u>	<u>Car Numbers</u>
2	5,851 cu. ft. Lo Covered Hopper Cars	TILX 58020 - 58021

EXHIBIT B
DESCRIPTION OF TRUST EQUIPMENT

<u>Quantity and Type</u>	<u>Class</u>	<u>Capacity</u>	<u>Initialed Car Numbers</u>	<u>Earliest Service</u>
60 Hopper Cars	Lo	5,125 cu. ft.	TILX 5286 - 5345	8/95
28 Tank Cars	111A60W7	18,372 Gal.	TILX 200090 - 200117	9/95
115 Hopper Cars	Lo	4,000 cu. ft.	TILX 4000 - 4114	9/95
14 Hopper Cars	Lo	2,950 cu. ft.	ERCX 9686 - 9699	1/95
7 Tank Cars	111A100W1	23,589 Gal.	TILX 260812 - 260818	2/95
10 Hopper Cars	Lo	5,125 cu. ft.	TILX 5275 - 5284	4/95
4 Hopper Cars	Lo	5,125 cu. ft.	TILX 5271 - 5274	3/95
1 Hopper Car	Lo	5,125 cu. ft.	TILX 5285	7/95
14 Tank Cars	111A100W1	25,498 Gal.	TILX 16155 - 16168	9/95
2 Hopper Cars	Lo	5,851 cu. ft.	TILX 58020 - 58021	12/88